

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350)		RATING DO-A7		PAGE OF PAGES 1 16	
2. CONTRACT (Proc. Inst. Ident.) NO. N00039-06-C-0053		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. N00039-06-PR-D6127			
5. ISSUED BY Commander, Space and Naval Warfare Systems Command 4301 Pacific Highway San Diego, CA 92110-3127 POC: Larry Fabin, Email: larry.fabin@navy.mil		CODE N00039		6. ADMINISTERED BY (If other than item 5) DCMA Dallas 600 North Pearl Street, Suite 1630 Dallas, TX 75201-2843		CODE S4402A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TICOM Geomatics, Inc. 9130 Jollyville Road, Suite 300 Austin, TX 78759-7482 POC: (b)(6) Phone: (b)(6) Email: (b)(6)				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT N/A			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block12	
CODE 3B9B4		FACILITY CODE					
11. SHIP TO/MARK FOR See Section F		CODE		12. PAYMENT WILL BE MADE BY DFAS Columbus Center - West Entitlement P O Box 182381 Columbus, OH 43218-2381		CODE HQ0339	
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c) <input checked="" type="checkbox"/> Public Law 97-219				14. ACCOUNTING AND APPROPRIATION DATA See Financial Accounting Data Sheet			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	"See Continuation Page"						
15G. TOTAL AMOUNT OF CONTRACT ➔ \$ 69,361.00							
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Mark Leach, President				20A. NAME OF CONTRACTING OFFICER Pamela J. Rose, Contracting Officer Space and Naval Warfare Systems Command			
19B. NAME OF CONTRAC B (b)(6)		19C. DATE SIGNED 8/2/06		20B. UNITED STATES OF AMERICA BY (b)(6) (Signature of person authorized to sign)		20C. DATE SIGNED 7 Aug 2006	

Section B - Supplies Or Services and Prices/Costs

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY/UNIT</u>	<u>AMOUNT</u>
0001	Conduct research under SBIR Topic Number N06-097 – “Placement of Sensing and Communications Platforms for Enhanced C4ISR Operations”		
0001AA	First Monthly Progress Report	1 LO	\$ 9,000
0001AB	Second Monthly Progress Report	1 LO	\$ 9,000
0001AC	Third Monthly Progress Report	1 LO	\$ 9,000
0001AD	Fourth Monthly Progress Report	1 LO	\$ 9,000
0001AE	Fifth Monthly Progress Report	1 LO	\$ 9,000
0001AF	Sixth Monthly Progress Report	1 LO	\$ 9,000
0001AG	Final Report	1 LO	\$15,361
TOTAL for CLIN 0001			\$69,361
0002	Contract Data Requirements List CDRL, DD Form 1423, Exhibit “A” NSP - Price included in price of Item 0001	1 LO	NSP
<u>OPTION ITEMS (IF APPLICABLE)</u>			
0003	Preliminary work for Phase II under SBIR Topic N06-097 entitled “Placement of Sensing and Communications Platforms for Enhanced C4ISR Operations”	1 LO	\$29,725
0004	Contract Data Requirements List List, CDRL, DD Form 1423, Exhibit “B” NSP - Price included in price of Item 0003	1 LO	NSP
TOTAL (Base plus Option)			\$99,086

NOTE A - Items 0003 and 0004 are OPTION ITEMS to which Clause H-4 “Exercise of Option (SBIR Phase I Contract)” applies, and which are to be supplied only if the options are exercised.

Section C - Description/Specification/Work Statement

C-1 SBIR CONTRACT SPECIFICATIONS/WORK STATEMENT (CLIN 0001 AND 0003) (DEC 1998)

(a) CLIN 0001 (and CLIN 0003, if the option is exercised) shall be in accordance with the contractor's proposal entitled "Placement of Sensing and Communications Platforms for Enhanced C4ISR Operations," which is attached to this contract. The work shall be conducted and performed in accordance with the detailed obligations to which the contractor committed itself in the above referenced proposal in response to DoD Program Solicitation N061-097-1036, Topic No. N06-097, entitled "Placement of Sensing and Communications Platforms for Enhanced C4ISR Operations."

(b) The technical volume of the contractor's proposal is attached and hereby made subject to the provisions of the FAR 52.215-8 "Order of Precedence" clause. Under the "Order of Precedence" clause, the technical volume of the contractor's proposal is hereby designated as item (f) of the clause, following "the specification" in order of precedence.

C-2 SBIR CONTRACT SPECIFICATIONS/WORK STATEMENT (CLIN 0002) (DEC 1998)

CLIN 0002 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibit "A" of this contract, specifically A001 thru A003.

C-3 SBIR CONTRACT SPECIFICATIONS/WORK STATEMENT (CLIN 0004) (DEC 1998)

CLIN 0004, if the option is exercised, shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibit "B" of this contract, specifically B001.

C-4 RESEARCH AND ANALYTICAL WORK (SBIR PHASE I CONTRACT) (JUL 2001)

The contractor shall perform at least two-thirds of the research and/or analytical work under this contract unless approved in advance, in writing by the contracting officer.

C-5 PRINCIPAL INVESTIGATOR PRIMARY EMPLOYMENT (SBIR CONTRACT) (DEC 1998)

The primary employment of the principal investigator shall be with the contractor during the conduct of this contract. Primary employment means that more than one-half of the principal investigator's time is spent with the contractor.

C-6 PLACE OF PERFORMANCE (SBIR CONTRACT) (DEC 1998)

The research or research and development work under this contract shall be performed in the United States. "United States" means the fifty states, the Territories and possessions of the United States, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, the Trust Territory of the Pacific Islands, and the District of Columbia.

C-7 SUBMISSION OF AN ELECTRONIC SUMMARY OF THE FINAL REPORT (SBIR CONTRACT) (SEP 1999)

The contractor must submit an electronic summary of the final report directly to the Navy website in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibit "A" of this contract. In addition, the contractor shall submit a copy of the electronic summary of the final report to the SPAWAR SBIR Program Office in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibit "A" of this contract. This electronic summary does not count as the final report. This electronic summary is due at the same time as the final report.

Section D - Packaging And Marking

D-1 PREPARATION FOR DELIVERY (MAR 1999)

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Military Standard Marking for Shipment and Storage".

D-2 UNCLASSIFIED DATA (JAN 1999)

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

D-3 MARKING OF REPORTS (NOV 1991)

All reports shall prominently show on the cover of the report:

- (1) name and business address of the contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Attn: (b)(6), SSC Code 272
Space and Naval Warfare Systems Center, San Diego

53560 Hull Street
San Diego, CA 92152-5001

Attn: (b)(6)

Phone: (619) 553- (b)(6)

Section E - Inspection And Acceptance

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

I. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>Reference</u>	<u>Title</u>	<u>Date</u>
52.246-7	Inspection of Research and Development Fixed Price	AUG 1996

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by (b)(6) Space and Naval Warfare System Center - San Diego, 53560 Hull Steet, San Diego, CA 92152-5001 (b)(6) or his duly authorized representative after receipt of supplies/services, or completion of services at destination.

E-2 CONSTRUCTIVE ACCEPTANCE (JAN 2002)

The FAR 52.232-25 "Prompt Payment" clause is incorporated by reference in this contract. The constructive acceptance period specified in subparagraph (a)(5)(i) of the FAR 52.232-25 clause is modified to read 15 working days in lieu of seven days.

Section F - Deliveries Or Performance

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

F.1 TIME AND PLACE OF DELIVERY--F.O.B. DESTINATION

<u>ITEM</u>	<u>DESTINATION</u>	<u>QTY</u>	<u>DELIVERY SCHEDULE</u>
0001AA	PROGRAM OFFICE	1 LO	30 DAYS AEDC *
0001AB	PROGRAM OFFICE	1 LO	60 DAYS AEDC
0001AC	PROGRAM OFFICE	1 LO	90 DAYS AEDC
0001AD	PROGRAM OFFICE	1 LO	120 DAYS AEDC
0001AE	PROGRAM OFFICE	1 LO	150 DAYS AEDC
0001AF	PROGRAM OFFICE	1 LO	180 DAYS AEDC
0001AG	PROGRAM OFFICE	1 LO	210 DAYS AEDC
0002	See CDRL	1 LO	See CDRLs A001-A003

*AEDC - After Effective Date of Contract

0003	PROGRAM OFFICE	1 LO	4 months after exercise of option.
0004	See CDRL	1 LO	See CDRL B001

Section G - Contract Administration Data

G-1 PATENT MATTERS POINT OF CONTACT (OCT 1999)

The Point of Contact regarding Patent Matters for this contract is:

Office of Patent Counsel
Attn: Patent Counsel
SPAWARSYSCEN Code 20012
53510 Silver Gate Avenue
San Diego, CA 92152-5765

(619) 553-3001

G-2 TECHNICAL POINT OF CONTACT (SBIR CONTRACT) (MAY 2001)

(a) The Point of Contact for the technical requirements of this contract (e.g., the Statement of Work) is:

(b)(6) Code SSC 272
Space and Naval Warfare Systems Center, San Diego
53560 Hull Street
San Diego, CA 92152-5001
Phone: (619) 553-5001

(b)(6)

(b) The Point of Contact for matters regarding the processes and requirements of the SBIR Program is:

Space and Naval Warfare Systems Command
Attn: (b)(6)
Bldg OT-1
4301 Pacific Highway
San Diego, Ca. 92110

PH: (858) 537- (b)(6)

(b)(6)

(c) These technical points of contact do not have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, place of performance, delivery schedule, or any other terms and conditions of the contract or to direct the accomplishment of effort which goes beyond the scope of the contractor's proposal.

d) The Purchasing Office Point of Contact for this procurement is:

Space and Naval Warfare Systems Command
Attn: (b)(6)
Bldg OT- 4, Room 1027
4301 Pacific Hwy.
San Diego, CA 92110-3127

Phone: (619) 524- (b)(6)

(b)(6)

G-3 TYPE OF CONTRACT (DEC 1999)

This is a firm-fixed price contract.

G.4 INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

A separate invoice will be prepared for every two weeks. Do not combine the payment claims for services provided under this contract.

Select the 2-in-1 Invoice within WAWF as the invoice type. The 2-in-1 Invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document.

Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF.

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding SPAWAR HQ is provided for completion of the invoice in WAWF:

WAWF Invoice Type	2-n-1
Issuing Office DODAAC	N00039
Admin DODAAC:	Found in Block 6 (labeled “code”) of SF26 contract document
Inspector DODAAC (if applicable)	N00039
Acceptor DODAAC:	N00039
*LPO DODAAC: only applies to DFAS beginning with “N”, LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	Need LPO only if Block 12 (labeled “code”) of SF26 contract document begins with the letter N. If begins with N, enter that code number. If not, leave blank.
PAY DODAAC:	Found in Block 12 (labeled “code”) of SF26 contract document.

*MOCAS begins with HQ – then don’t need LPO

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

Section H - Special Contract Requirements

H-1 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-2 SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (OCT 1999)

(a) This contract contains the FAR 52.227-11 "Patent Rights--Retention by the Contractor (Short Form)" clause (including the DFARS 252.227-7039 "Patents--Reporting of Subject Inventions", and 252.227-7034, "Patents--Subcontracts" clauses), the FAR 52.227-12 "Patent Rights--Retention by the Contractor (Long Form)" clause, or the FAR 52.227-13 "Patent Rights--Acquisition by the Government" clause.

(b) Under these clauses, the Contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 "Report of Inventions and Subcontracts."

(c) The Contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

Office of Patent Counsel
Attn: Patent Counsel
SPAWARSYSCEN Code 20012
53510 Silver Gate Avenue
San Diego, CA 92152-5765

(d) The Office of Patent Counsel designated above will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

H-3 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (NOV 2003)

(a) *Definition.*

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including

patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure

agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

H-4 EXERCISE OF OPTION (SBIR PHASE I CONTRACT) (JUL 2000)

The Government, at any time after effective date of contract, may require the Contractor to furnish Option Items 0003 and 0004 for delivery at the time(s) and place(s) and at the price(s) set forth herein. This option shall be exercised, if at all, by written notice signed by the Contracting Officer and sent prior to 90 days after submission of the Final Report (A003).

H-5 SBIR REPRESENTATION (OCT 1998)

The contractor, by signing this contract, represents that it is not currently being and has not previously been paid by an agency of the Federal Government for work that is essentially equivalent to the work to be provided under this contract.

H-6 PATENTS AND COPYRIGHTS (SBIR CONTRACTS) (DEC 2002)

(a) Copyright

To the extent permitted by statute, the SBIR contractor may copyright (consistent with appropriate national security considerations, if any) material developed with DoD support. DoD receives a royalty-free copyright license for the Federal Government and requires that each publication contain an appropriate acknowledgement and disclaimer statement.

(b) Patent Rights

Small business firms normally may retain the principal worldwide patent rights to any invention developed with Government support (see the FAR 52.227-11, Patent Rights--Retention by the Contractor (Short Form) clause and the DFARS 252.227-7039, Patents--Reporting of Subject Inventions, clause). The Government receives a royalty-free license for its use, reserves the right to require the patent holder to license others in certain limited circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must normally manufacture it domestically. Notwithstanding the FAR 52.227-11, Patent Rights--Retention by the Contractor

(Short Form) clause, to the extent authorized by 35 U.S.C. 205, the Government will not make public any information disclosing a Government-supported invention for up to five years after the invention reporting date to allow the contractor to pursue patent protection.

H-7 APPLICATION OF PATENT IDEMNITY (DEC 1999)

The FAR 52.227-3 "Patent Idemnity" clause which incorporated by reference in this contract, applies only to supplies or services that normally are to have been sold or offered for sale by any supplier to the public in the commercial open market or that are the same as such supplies with relatively minor modifications.

H-8 DURATION OF DATA AND SOFTWARE RIGHTS UNDER SMALL BUSINESS INNOVATION RESEARCH (SBIR) PHASE I, PHASE II AND PHASE III CONTRACTS (DEC 2002)

(a) The five-year period of the "SBIR data rights" defined in the clause at DFARS 252.227-7018 "Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program (Jun 1995)" begins on the date of the last deliverable made under the contract and is automatically restarted on the date of the last deliverable made under any contract awarded in each subsequent phase of the same SBIR program.

(b) For the purpose of a Phase I contract and any subsequent Phase II or Phase III contract, the phrase "during the period commencing with contract award and ending upon the date five years after completion of the project" (b)(4) of the clause at DFARS 252.227-7018 "Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program (Jun 1995)" means--

(1) The Government must protect from disclosure and non-governmental use all SBIR technical data developed from work performed under an SBIR contract for a period of five years from delivery of the last deliverable under that contract (either Phase I, Phase II, or Federally-funded SBIR Phase III) unless the Government obtains permission to disclose such SBIR technical data from the contractor or SBIR applicant. Agencies are released from obligation to protect SBIR data upon expiration of the protection period, except that any such data that is also protected and referenced under a subsequent SBIR contract must remain protected through the protection period of that subsequent SBIR contract. For example, if a Phase III contract is issued within the Phase II data rights protection period and the Phase III contract refers to and protects data developed and protected under the Phase II contract, then that data must continue to be protected through the Phase III protection period.

(2) SBIR technical data rights apply to all SBIR contracts that fall within the statutory definition of Phases I, II, or III of the SBIR Program, including subcontracts to such contracts. The scope and extent of the SBIR technical data rights applicable to Federally-funded Phase III contracts is identical to the SBIR data rights applicable to Phases I and II SBIR contracts. The data rights protection period lapses only: (i) Upon expiration of the protection period applicable to an SBIR contract, or (ii) by agreement between the contractor and the Government.

**H-9 5252.215-9210 INCORPORATION OF REPRESENTATIONS AND
CERTIFICATIONS BY REFERENCE (NOV 1991)**

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

Section I - Contract Clauses

Section I-1 - Clauses Incorporated By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far/>

I. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>Reference</u>	<u>Title</u>	<u>Date</u>
52.202-1	Definitions	(JUL 2004)
52.204-7	Central Contractor Registration	(OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JAN 2005)
52.211-15	Defense Priority And Allocation Requirements	(SEP 1990)
52.215-2	Audit and Records—Negotiation	(JUN 1999)
52.215-8	Order of Precedence--Uniform Contract Format	(OCT 1997)
52.215-17	Waiver of Facilities Capital cost of Money	(OCT 1997)
52.217-8	Option to Extend Services	(NOV 1999)
52.222-3	Convict Labor	(JUN 2003)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	(DEC 2001)
52.222-36	Affirmative Action For Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.223-6	Drug Free Workplace	(MAY 2001)
52.225-13	Restrictions on Certain Foreign Purchases	(FEB 2006)
52.227-1	Authorization and Consent (APR 1984) Alternate I	(JUL 1995)
52.227-3	Patent Indemnity	(APR 1984)
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	(JUN 1997)
52.232-1	Payments	(APR 1984)
52.232-2	Payments Under Fixed-Price Research And Development Contracts	(APR 1984)
52.232-8	Discounts For Prompt Payment	(FEB 2002)
52.232-9	Limitation On Withholding Of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)

52.232-17	Interest	(JUN 1996)
52.232-23	Assignment Of Claims (ALT 1-Apr 1984)	(JAN 1986)
52.232-25	Prompt Payment	(OCT 2003)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	(OCT 2003)
52.233-1	Disputes	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.242-13	Bankruptcy	(JUL 1995)
52.243-1	Changes--Fixed Price (AUG 1987) Alternate V	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(FEB 2006)
52.249-1	Termination for Convenience of the Government (Fixed-Price)(Short Form)	(APR 1984)
52.249-4	Termination for Convenience of the Government (Services)(Short Form)	(APR 1984)
52.249-9	Default (Fixed-Priced Research And Development)	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

II. Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) Clauses

<u>Reference</u>	<u>Title</u>	<u>Date</u>
252.201-7000	Contracting Officer's Representative	(DEC 1991)
252.204-7000	Disclosure Of Information	(DEC 1991)
252.204-7001	Commercial and Government Entity (CAGE) Code Report	(AUG 1999)
252.204-7003	Control Of Government Personnel Work Product	(APR 1992)
252.204-7004	Required Central Contractor Registration (ALT I)	(NOV 2003)
252.223-7004	Drug-Free Work Force	(SEP 1988)
252.227-7016	Rights in Bid or Proposal Information	(JUN 1995)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	(JUN 1995)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program (JUN 1995) Alternate I	(JUN 1995)
252.227-7019	Validation of Asserted Restrictions--Computer Software	(JUN 1995)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	(JUN 1995)
252.227-7027	Deferred Ordering of Technical Data or Computer Software	(APR 1988)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	(JUN 1995)
252.227-7030	Technical Data--Withholding Of Payment	(MAR 2000)
252.227-7034	Patents—Subcontracts	(APR 1984)

252.227-7037	Validation of Restrictive Markings on Technical Data	(SEP 1999)
252.227-7039	Patents--Reporting Of Subject Inventions	(APR 1990)
252.231-7000	Supplemental Cost Principals	(DEC 1991)
252.232-7003	Electronic Submission of Payment Request	(MAY 2006)
252.235-7010	Acknowledgment of Support and Disclaimer	(MAY 1995)
252.235-7011	Final Scientific or Technical Report	(NOV 2004)
252.242-7000	Postaward Conference	(DEC 1991)
252.243-7001	Pricing Of Contract Modifications	(DEC 1991)
252.243-7002	Requests for Equitable Adjustment	(MAR 1998)
252.245-7001	Reports of Government Property	(MAY 1994)

Section I-2 - Clauses Incorporated In Full Text

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

Section J - List Of Attachments

Attachment “1” – Financial Accounting Data Sheet

Attachment “2” – Contractor’s proposal entitled “Placement of Sensing and Communications Platforms for Enhanced C4ISR Operations”

Exhibit “A” -- Contract Data Requirements List (CDRL), DD Form 1423

Exhibit “B” -- Contract Data Requirements List (CDRL), DD Form 1423

CONTRACT DATA REQUIREMENTS LIST

Form Approved
CMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-2302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract. PR No. listed in Block E.

A. Contract Line Item No. 0002		B. Exhibit A		C. Category-Other	
D. System/Item DoD SBIR Topic N06-097- Phase I			E. Contract/PR NO. 06PRD6127		F. Contractor TICOM
1. Data Item No. A001		2. Title of Data Item: Phase I – Basic Monthly Progress Report			3. Subtitle:
4. Authority (Data Acquisition Document No.) DoD SBIR Topic N06-097 Solicitation 06.1 / DI-MGMT-80227			5. Contract Reference		6. Requiring Office PEO C4I SBIR
7. DD 250 Req DD	9. Dist Statement Required B	10. Frequency MONTHLY	12. Date of First Submission See Block 16	14. Distribution	
8. APP Code N/A		11. As of Date See Block 16	13. Date of Subsequent Submission N/A	a. Addressee	b. Copies
					Draft
					Final
					Reg
					Repro
<p>16. REMARKS</p> <p>Block 4: Contractor format is acceptable. Report should include tasks performed during the monthly reporting period, efforts to be performed during the next monthly period and any issues or problems encountered or projected.</p> <p>Block 7: DD250 required.</p> <p>Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; contains proprietary information.</p> <p>Block 11: Data shall be as of last day of the monthly reporting period.</p> <p>Block 12: Submission due 30 days after date of contract. Monthly thereafter. No draft submittal required.</p> <p>Block 14: Address for Distribution. Submittal shall be via email to the following Technical Point of Contact (TPOC).</p> <p>COMMANDING OFFICER Attn: (b)(6) Space and Naval Warfare Systems Center, San Diego 53560 Hull St San Diego, CA 92152-5001 Attn: (b)(6)</p>				2721	
G. PREPARED BY PEO C4I&Space SBIR Office		H. DATE 4-20-06	I. APPROVED BY PEO C4I&Space SBIR Office		J. DATE 4-20-06

CONTRACT DATA REQUIREMENTS LIST

Form Approved
CMB No. 0704-0188

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A. Contract Line Item No. 0002		B. Exhibit A		D. Category-Other			
D. System/Item DoDSBIR Topic N06-097 - Phase I			E. Contract/PR NO. 06PRD6127		F. Contractor TICOM		
1. Data Item No. A002	2. Title of Data Item: Phase I - Technical Report			3. Subtitle:			
4. Authority (Data Acquisition Document No.) DoD SBIR Topic N06-097 Solicitation 06.1 / DI-MISC-80711			5. Contract Reference		6. Requiring Office PEO C4I SBIR		
7. DD 250 Req DD	9. Dist Statement Required B	10. Frequency 3	12. Date of First Submission See Block 16	14. Distribution			
8. APP Code A		11. As of Date See Block 16	13. Date of Subsequent Submission See Block 16	a. Addressee	b. Copies		
					Draft		
					Final		
					Reg		
					Repro		
16. REMARKS Block 4: The first page of the report shall be a SF298, Report Documentation Page. Contractor format for the remainder is acceptable. The report shall contain associated details regarding process analysis tasking, supporting assumptions, diagrams, research, technical options, conclusions and recommendations. The SF298 can be accessed under the Navy SBIR website at www.navysbir.mil . Block 7: DD250 required. Block 8: Government approval of draft technical report by TPOC required prior to final submittal. Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; contains proprietary information. Block 11: Data shall be as of 6 months after effective date of contract. Block 12: First submission due 7 months after effective date of contract. (Draft) Second submission due 11 months after effective date of the contract to include option information information if applicable Block 13: Government has 14 days to review. Contractor has 14 days from receipt of Government comments to incorporate comments, if required, and return to the Government. (Final) Block 14: Address for Distribution. Submittal shall be one (1) hard copy to DTIC and one (1) soft copy to all others: TPOC: (b)(6) SPAWAR/PEO SBIR: (b)(6) PEO C4I & Space SBIR Program Manager, (b)(6) DTIC SBIR: Defense Technical Information Center (DTIC) Attn: DTIC SBIR 8725 John J. Kingman Rd Suite 0944 Ft. Belvoir, VA 22060-6218				2721	1	1	
				DTIC SBIR		1	
				PEO SBIR		1	
15. TOTAL				1	4		

G. PREPARED BY
PEO C4I&Space SBIR Office

H. DATE
4-20-06

I. APPROVED BY
PEO C4I&Space SBIR Office

J. DATE
4-20-06

CONTRACT DATA REQUIREMENTS LIST

Form Approved
CMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-2302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract. PR No. listed in Block E.

A. Contract Line Item No. 0002		B. Exhibit A		E. Category-Other		
D. System/Item DoD SBIR Topic N06-097 - Phase I			E. Contract/PR NO. 06PRD6127		F. Contractor TICOM	
1. Data Item No. A003		2. Title of Data Item: Phase I - Electronic Summary Report			3. Subtitle:	
4. Authority (Data Acquisition Document No.) DoD SBIR Topic N06-097 - Solicitation 06.1			5. Contract Reference		6. Requiring Office SBIR PEO C4I & Space	
7. DD 250 Req N/A	9. Dist Statement Required B	10. Frequency ONCE	12. Date of First Submission See Block 16	14. Distribution		
8. APP Code N/A	See Block 16	11. As of Date See Block 16	13. Date of Subsequent Submission N/A	a. Addressee	b. Copies	
				Draft	Final	
				Reg	Repro	
<p>16. REMARKS</p> <p>Block 4: Contractor format is acceptable. Content requirements are available at http://www.navysbir.com/. The contractor shall submit an Electronic Summary Report to include Phase I base effort data. This information should be detailed enough to provide enough information to understand the potential use and benefit of the base effort.</p> <p>Block 9: Distribution A: Distribution Statement A: Approved for public release; distribution unlimited</p> <p>Block 11: Data shall be as of 10 months after effective date of contract.</p> <p>Block 12: Due 11 months after effective date of contract. (Final) To include Phase I Option information if applicable.</p> <p>Block 14: Address for Distribution:</p> <p>The contractor shall submit one (1) copy of the Electronic Summary Report directly to the following website:</p> <p>Navy SBIR Office: http://www.navysbir.com/. Questions regarding submittal of the Electronic Summary Report may be directed to (b)(6), Navy SBIR Deputy Program Officer, (703)696-0342, (b)(6)</p> <p>The contractor shall submit one (1) copy of the Electronic Summary Report via email to: SPAWAR/PEO SBIR: (b)(6), PEO C4I & Space SBIR Program Manager, (b)(6)</p>				NAVY SBIR	1	
				PEO SBIR	1	
				15. TOTAL		
G. PREPARED BY SBIR PEO C4I & Space		H. DATE 4-20-06		I. APPROVED BY SBIR PEO C4I & Space		
				J. DATE 4-20-06		

CONTRACT DATA REQUIREMENTS LIST

Form Approved
CMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-2302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract. PR No. listed in Block E.

A. Contract Line Item No. 0004		B. Exhibit B		F. Category-Other					
D. System/Item DoD SBIR Topic N06-097 - Phase I			E. Contract/PR NO. 06PRD6127		F. Contractor TICOM				
1. Data Item No. B001		2. Title of Data Item: Phase I - Option Progress Report			3. Subtitle:				
4. Authority (Data Acquisition Document No.) DoD SBIR Topic N06-097 - Solicitation 06.1			5. Contract Reference		6. Requiring Office SBIR PEO C4I & Space				
7. DD 250 Req DD	9. Dist Statement Required B	10. Frequency ONCE / R	12. Date of First Submission See Block 16	14. Distribution					
8. APP Code A	See Block 16	11. As of Date See Block 16	13. Date of Subsequent Submission See Block 16	a. Addressee	b. Copies Draft Final Reg Repro				
16. REMARKS Block 4: Contractor format is acceptable. The report shall contain associated details regarding Option effort process analysis tasking, supporting assumptions, diagrams, research, technical options, conclusions and recommendations. Block 7: DD250 required. Block 9: Distribution B: Distribution Statement B: Distribution authorized to US Government agencies only; contains proprietary information. Block 11: Data shall be as of 3 months after effective date of option exercise. Block 12: Due 4 months after effective date of option exercise. (Draft) Block 13: Government has 14 days to review. Contractor has 14 days from receipt of Government comments to incorporate comments, if required, and return to the Government. (Final) Block 14: Address for Distribution: Submittal shall be one (1) soft copy to the following: <u>TPOC:</u> <div style="background-color: #cccccc; padding: 2px;">(b)(6)</div>				2721	I	I			
				15. TOTAL					2
				G. PREPARED BY SBIR PEO C4I & Space		H. DATE 4-20-06	I. APPROVED BY SBIR PEO C4I & Space		J. DATE 4-20-06

**Small Business Innovation Research (SBIR) Program
Proposal Cover Sheet**

Proposal Number: N061-097-0203	Agency: NAVY	Date Submitted: 01-13-2006	DUNS: 121387190
Topic Number: N06-097		CAGE: 3B9B4	
Proposal Title: Placement of Sensing and Communications platforms for Enhanced C4ISR Operations			

Firm:

Firm Name: TICOM Geomatics, Inc.
Mail Address: 9130 Jollyville Road
Suite 300
Austin, TX 78759
Website Address: www.ticom-geo.com
Proposed Cost: 70000
Option Cost: 30000

Phase: I
Duration: 6
Option Duration: 3

Business Certification: (Check all that apply)

Are you a small business as described in paragraph 2.2 (note: wholly owned subsidiaries are not eligible)?	YES
Number of employees including all affiliates (average for preceding 12 months):	67
Are you a socially or economically disadvantaged business as defined in paragraph 2.3 ?	NO
Are you a woman-owned small business as described in paragraph 2.4 ?	NO
Are you a certified HUBZone small business concern as described in paragraph 2.9 ?	NO
Are you a service-disabled veteran-owned small business as described in paragraph 2.11 ?	NO
Are you a veteran-owned small business as described in paragraph 2.12 ?	NO
Are you proposing to use a Federal facility or FFRDC?	NO
Is more than 50 percent of your firm owned or managed by a corporate entity?	NO
Are you proposing to use foreign nationals for work under the proposed effort?	NO
At a minimum, will two-thirds of the research and/or analytical work in Phase I be carried out by your small business as described in <u>paragraph 1.3?</u>	YES
Is primary employment of the principal investigator (identified below) with your firm as described in <u>paragraph 1.3?</u>	YES
Is a Historically Black College or University or Minority Institution (HBCU/MI) participating in this effort as a teaming partner or subcontractor?	NO
If yes, name of HBCU/MI:	
Has a proposal for essentially equivalent work been submitted to other US government agencies or DoD components?	NO
If yes, list the name(s) of the agency or DoD component and Topic Number in the space below.	
Is your company (either directly or as a subcontractor) performing work for a Navy activity outside of SBIR or STTR funded work?	YES
If so, please indicate the organization and the specific code in which this work is performed in the space below.	
PMW-180 under the HITS program	

Project Manager/Principal Investigator

(b)(4) [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Corporate Official (Business)

Name: (b)(4) [Redacted]
Title: (b)(4) [Redacted]
Phone: (b)(4) [Redacted]
Fax: (b)(4) [Redacted]
E-Mail: (b)(4) [Redacted]

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Government	Percentage
Current government	85%
Previous government	15%

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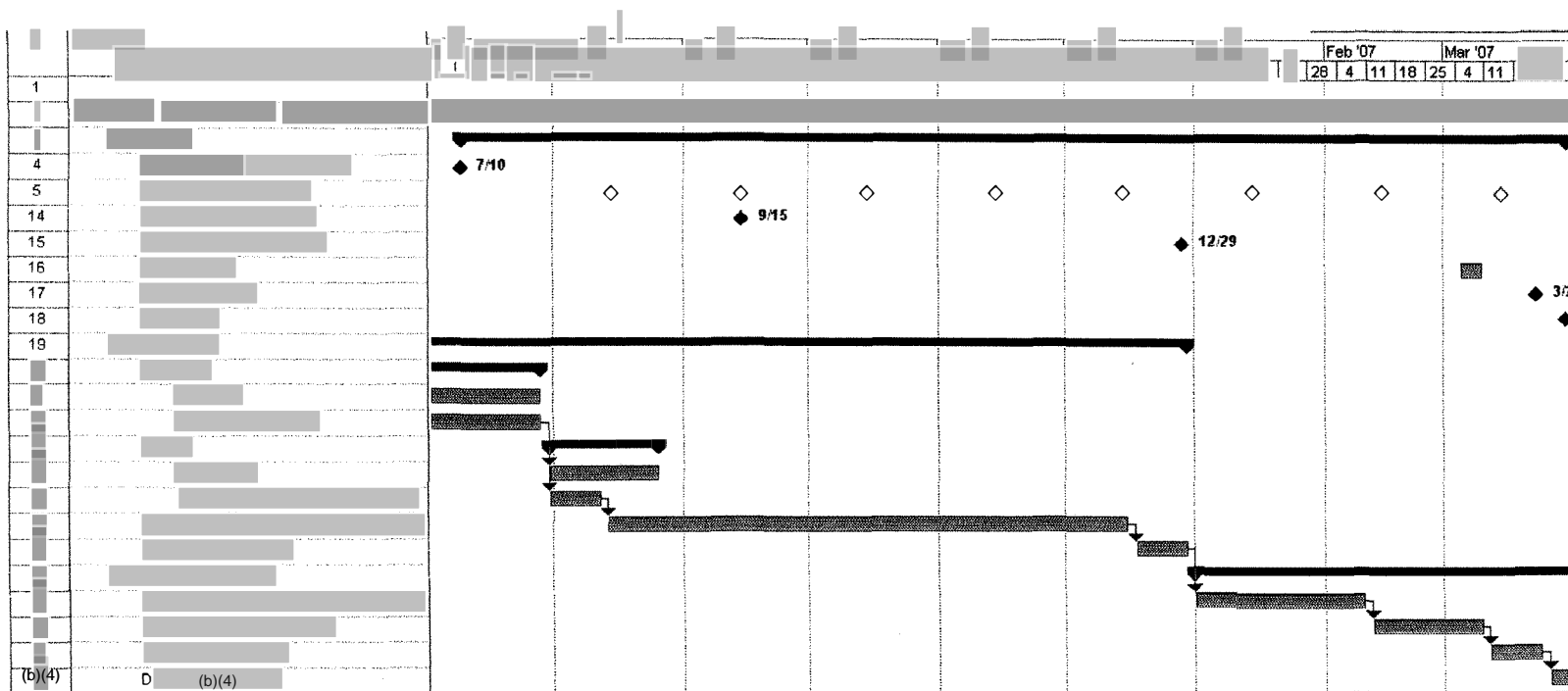


Figure 3: Project Schedule

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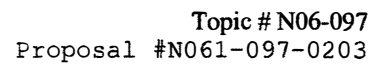
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Government	Percentage
Current government	85%
Previous government	15%

Government	Percentage
Current government	95%
Previous government	5%

Government	Percentage
Current government	85%
Previous government	15%

Device Type	Percentage of Respondents
Smartphone	95%
Tablet	93%
Feature phone	88%
Smartwatch	72%

Device Type	Percentage of Respondents
Smartphone	99%
Tablet	98%
Feature phone	97%
Smartwatch	96%
Wearable device	95%
Smart TV	94%
Smart speaker	93%
Smart home device	92%
Smart car	91%
Smart home device	90%

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(b)(4)

Company Commercialization Report Summary Page

Firm Name:	TICOM Geomatics, Inc.	Point of Contact:	(b)(4)
Mail Address:	9130 Jollyville Road	Phone Number:	
	Suite 300	Fax Number:	
	Austin, TX 78759	E-Mail:	
Phone:	(512) 345-5006		

Commercialization Achievement Index: N/A

This Index is a measure of how commercialization resulting from the proposer's prior phase II SBIR/STTR awards (from 2003 and before) compares with the commercialization resulting from groups of DoD SBIR/STTR projects selected at random from comparable time periods. (Commercialization includes both military and private sector markets.) The index score is a percentile ranking which ranges from 100 (highest) to 0 (lowest). Its statistical meaning is described in detail at <http://www.DoDSBIR.net/Submission/CompanyCommercialization/Instructions/DefCAI.asp>.

An Index score is only calculated for proposers that have received at least 4 phase II awards in years up to and including 2003.

(END OF SUMMARY)

Company Commercialization Report Full Report and Company Certification

Commercialization Achievement Index:	N/A	
Phase I Awards:	1	Number of Employees in 2004: 50
Phase II Awards:	1	Current Number of Employees: (b)(4)
Number of Patents resulting from SBIR/STTR:	0	
FIRM's total revenue:	(b)(4)	Year Founded: 2002
SBIR/STTR Funding as % of revenue:	(b)(4)	IPO resulting from SBIR/STTR: No

PHASE II PROJECTS:

Agency: Navy	Year of Award: 2004	Topic #: (b)(4) 7	Contract #: (b)(4)
Project Title: Multi-INT Indications and Warnings			
Sales to:	(a)DoD/Primes: \$0	(b)Other Federal Agencies: \$0	(c)Export: \$0
	(d)Private Sector: \$0	(e)Others: \$0	
Additional Investment from:	(b)(4)	(b)Other Federal Agencies: \$0	(c)Private Sector: (b)(4)
	(d)Others: \$0		
Used in Federal system or acquisition program?: No			
Is the technology developed under this project related to manufacturing? No			

Commercialization Track Record Narrative:

(b)(4)

Firm Information Last Updated on: 1/12/2006 2:54:59 PM

Company Commercialization Information Last Updated on: 1/12/2006 2:57:09 PM

FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (Critical) N0003906C0053		2. SPIN (Critical)			3. MOD (Critical)			4. PR NUMBER 000			PAGE 1 OF 1					
5. CLIN/SLIN	6. LINE OF ACCOUNTING												7. AMOUNT (Critical)	NAVY INTERNAL USE ONLY REF DOC/ACRN	TAC CODE	
	A. ACRN (Crit)	B. APPN (Critical)	C. SUBHEAD (Crit)	D. OBJ CLA	E. PARM	F. RFM	G. SA	H. AAA (Crit)	I. TT	J. PAA	K. COST CODE					
											PROJ UNIT	MCC				&SUF
0001	AA	1761319	56ED	252	EA	10D		068342	2D	98048Q	01813	000	100	\$69,361.00	N0003906AFE56ED	
<p>No changes to this Document are Authorized without prior consent of Authorizing Official below. OBLIGATIONS OF FUNDS ARE AUTHORIZED IN AMOUNTS SHOWN IN COLUMN 7 ABOVE</p>														Page Total \$69,361.00 Cumulative Total \$69,361.00		
PREPARED/AUTHORIZED BY: DATE: (b)(6)										COMPTROLLER APPROVAL: Greg Hansford, Accounting Officer DATE: (b)(6)						
AUG 2 2006										AUG 2 2006						